

AGREEMENT

between

THE MOUNT HOLLY TOWNSHIP BOARD OF EDUCATION

and

THE MOUNT HOLLY TOWNSHIP SCHOOLS CUSTODIANS ASSOCIATION

for

1985 - 1986

and

1986 - 1987

July 1985

#### NON-DISCRIMINATION STATEMENT

The Mount Holly Township Schools do not discriminate based on sex, race, religion, color, ancestry, national origin, marital status, handicap, age, life style or for service in the Armed Forces of the United States.

## TABLE OF CONTENTS

	<u>Page No.</u>
Recognition of Unit.....ARTICLE I	1
Negotiation of Successor Agreement.....ARTICLE II	1
Grievance Procedure.....ARTICLE III	2 - 5
Employee and Association Privileges.....ARTICLE IV	5 - 6
Work Schedule.....ARTICLE V	6 - 8
Fair Dismissal Procedures.....ARTICLE VI	8
Seniority and Job Security.....ARTICLE VII	9
Salaries.....ARTICLE VIII	10 - 11
Transfers and Reassignments.....ARTICLE IX	12
Promotions.....ARTICLE X	13
Employee Evaluation.....ARTICLE XI	13
Sick Leave.....ARTICLE XII	14 - 16
Hospitalization.....ARTICLE XIII	16
Deductions From Salary.....ARTICLE XIV	17
Employee Facilities and Equipment.....ARTICLE XV	17
Employee-Administration Liaison.....ARTICLE XVI	17
Statement of Reasons and Hearing Before Board.....ARTICLE XVII	18
Management Rights.....ARTICLE XVIII	18
Miscellaneous Provisions.....ARTICLE XIX	18 - 19
Duration of Agreement.....ARTICLE XX	20
Policy #317 (Mileage Reimbursement).....Attached	

## ARTICLE I

### RECOGNITION OF UNIT

A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the following personnel:

1. Custodians
2. Custodian/Bus Drivers

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiation unit as above defined.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123 Public Law 1974 and any amendments thereto, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement, and the attached policy (#317), is the entire Agreement of the parties, terminating all prior Agreements, practices and policies, and concludes all collective bargaining during the term of this Agreement.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

1. A "grievance" is a claim based upon the interpretations, meaning, or application of any of the provisions of this Agreement, of the policies of the Board of Education annexed hereto this Agreement and made a part of this Agreement.

2. The term "grievance" and the procedures relative thereto shall not be deemed applicable in matters covered under Article XVII (17).

3. An "aggrieved person" is the person or persons making the claim.

4. A "party in interest" is any person(s) who might be required to take action, or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the "grievance" which may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

#### C. Procedure

1. An "aggrieved employee" shall institute action under the provisions hereof within ten (10) working days of the occurrence complained of. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

2. Level One - Immediate Superior - A custodian with a grievance shall within ten (10) working days discuss the grievance with the custodial supervisor with the object of resolving the matter informally.

3. Level Two - Business Administrator - If as a result of the discussion at Level One, the matter is not resolved to the satisfaction of the grievant, he may, within ten (10) working days of the discussion, set forth the grievance in writing to the Business Administrator, specifying:

- a. The nature of the grievance
- b. The results of the previous discussion at Level One
- c. The reason for his dissatisfaction with the determination
- d. A copy of the aforesaid writing shall be furnished to the supervisor.

The Business Administrator shall communicate his decision to the grievant within seven (7) working days of the receipt of the written grievance.

ARTICLE III (continued)

4. Level Three - Superintendent - If the grievance is not resolved to the employee's satisfaction within five (5) working days from the determination made at Level Two above, or if no decision has been rendered within seven (7) working days after the presentation of the grievance, employee shall submit his grievance to the Superintendent of Schools in writing.

Within seven (7) working days from the receipt of the grievance, the Superintendent shall hold a hearing at which time all parties of interest shall have the right to be heard unless a different time period is mutually agreed upon. Within seven (7) working days of said hearing, unless a different time period is mutually agreed upon, the Superintendent shall in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the supervisor and the Business Administrator.

5. Level Four - The Board of Education -

- a. In the event of the failure of the Superintendent to act in accordance with the provisions of Level Three, or in the event that the determination by him, in accordance with the provisions thereof, is deemed unsatisfactory by the employee, the employee, within ten (10) working days of the failure of the Superintendent to act, or within ten (10) working days of the determination by him, may appeal to the Board of Education.
- b. Where an appeal is taken to the Board of Education **there shall** be submitted, ~~by the appellant~~, a statement setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
- c. If the appellant, in his appeal to the Board of Education, does not request a hearing, the Board may consider the appeal of the written statements submitted to it, or the Board may on its own conduct a hearing or it may request the submission of additional written material. Where additional written materials are requested by the Board of Education, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board of Education, a hearing shall be held.

6. Level Five - Arbitration -

- a. If the aggrieved person is not satisfied with the disposition at Level Four, or if no decision has been rendered by the Board within fifteen (15) working days after the grievance was delivered to the Board, he shall request in writing within fifteen (15) working days that the Association submit the grievance to arbitration; a copy of such request shall be forwarded to the Superintendent. If the Executive Committee of the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after the receipt of the request by the aggrieved

## ARTICLE III (continued)

person. Failure to act within the prescribed time periods shall constitute an abandonment of the grievance. The affected employee must abide by the majority decision of the Executive Committee of the Association and may not personally take the Board to arbitration following a rejection of his grievance by the Executive Committee of the Association.

b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the grievant or his designee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the Representative of the Board and Executive Committee and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing or, if oral hearings have been waived, then the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only. The cost for the services of the arbitrator including per-diem expenses, if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

### D. Miscellaneous

1. All meetings or hearings under this procedure shall be conducted in private and shall include only such parties heretofore referred to in the Article.

2. Any employee who may have a grievance pending shall not have the right to refuse an administrative directive or a Board policy on the grounds that he has instituted a grievance. The employee must continue under the direction of the administration regardless of the pending of any grievance until such grievance is properly determined.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared jointly by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure and will be available in all schools.

## ARTICLE III (continued)

### E. Rights of Employees to Representation

1. Any employee may be represented at all stages of the grievance procedure by himself, or, at his option, by a mutually selected representative approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure; however, the employee shall be present at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or any member of the administration against any party in interest, any building representative, any member of the Executive Committee, or any other participant in the grievance procedure by reason of such participation.

## ARTICLE IV

### EMPLOYEE AND ASSOCIATION PRIVILEGES

- A. Pursuant to Chapter 303, Public Laws 1968 and any amendments thereto, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 and any amendments thereto, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of any employee pending charges may be with pay at sole discretion of the Board of Education.



## ARTICLE IV (continued)

- D. Representatives of the Association and the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- E. The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Such use shall not be unjustly withheld.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes for Association purposes as it deems necessary and without the approval of the building principals or other members of the administration.

## ARTICLE V

### WORK SCHEDULE

#### A. Daily Work Hours

- 1. Work Shift - eight (8) hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time.

#### B. Call Time and Overtime

- 1. Any custodian working as a bus driver called to work on a day when the Mount Holly Schools are closed, and other personnel are off, may have the option of working four (4) hours with the advance approval of the Administration.

- 2. Overtime shall be paid at the rate of one and one-half the employee's regular hourly rate of pay for all the time worked in excess of eight hours in any one day.

#### 3. Snow Day

- a. Custodians shall be on call in accordance with the particular necessity for their services as determined by administration through instructions by the Superintendent or his designee.
- b. Custodians shall report to work during days of school closing due to inclemency in accordance with the district needs to establish and maintain conditions of safety on school property. The length of the work day shall be determined by the requirements of the specific occasion, as determined by the Superintendent or his designee.
- c. In the event that custodians are called to work on weekends or holidays for snow removal and/or other emergencies, they shall receive pay calculated at double time for said period. The weekend for purposes of this provision is defined as from the end of the employee's workshift of one week till the beginning of the next workshift of the next week.

## ARTICLE V (continued)

### C. Vacation Schedule

1. An employee shall be eligible for a vacation provided he has actively worked six (6) months as of July 1 of the year in which he seeks his vacation. If an employee has worked less than six (6) months as of July 1, he shall be entitled to and receive one-half (1/2) day per month worked. These vacation days may not be taken until after July 1 of the succeeding year. The same shall apply to determine eligibility for all vacation set forth in the schedule below.

2. Vacation times shall be scheduled to coordinate with the work schedule and shall be taken at the sole discretion of the Board of Education, taking into consideration the request of the employee.

- a. One (1) week vacation after six (6) months, but less than one (1) year continuous service as of July 1.
- b. Two (2) weeks vacation after one (1) year, but less than nine (9) years of continuous service as of July 1.
- c. Three (3) weeks vacation after eight (8) years of continuous service as of July 1.
- d. One (1) additional day for each year after eight (8) years of continuous service as of July 1. (Not to exceed four (4) weeks vacation time).

### D. Holiday Schedule

July.....	Independence Day
September.....	Labor Day
October.....	Columbus Day
November.....	N.J.E.A. (1985-86 Friday, Nov. 8)
November.....	N.J.E.A. (1986-87 Thursday & Friday, Nov. 13 & 14)
November.....	Veterans Day
November.....	Thanksgiving Day
November.....	Day after Thanksgiving
December.....	Christmas Eve Day
December.....	Christmas Day
December.....	New Year's Eve Day
January.....	New Year's Day
January.....	Martin Luther King Day (Brotherhood Day)
February.....	Presidents Day
February.....	Friday before Presidents Day
March/April.....	Good Friday
May.....	Memorial Day

Should any holiday above listed fall on a Saturday or Sunday, then either Friday or Monday shall be construed to be the day off for the holiday. It is the intent of this Article to provide for sixteen (16) paid holidays in 1985-86, and seventeen (17) in 1986-87 for the employees covered by this Agreement, and when such holiday falls on a Saturday or Sunday, a list of holidays in question shall be given to each employee at the beginning of the contract year.

## ARTICLE V (continued)

- E. Easter Monday - The custodian shall have this day off if the school is not in session. If, however, the school is in session, the custodian shall be required to work and shall not receive any additional compensation; it being understood that Easter Monday is not considered to be a holiday under the terms of this Contract.

## ARTICLE VI

### FAIR DISMISSAL PROCEDURE

- A. Reasons - Any employee who does not receive a notice of employment may, within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the employee in writing within five (5) days after receipt of such request. In addition, the employee shall have the right of a hearing before the Board of Education as set forth in Article XVII (17).
- B. Notification of Contract and Salary
1. Employees shall be notified of their contract and salary status for for the ensuing year no later than April 30.
  2. If an employee does not receive a new contract for the following school year before April 30, this shall mean that his employment is terminated at the end of his current contract. Any employee who does not receive a new contract may, within five (5) calendar days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent which statement shall be given to the employee in writing, within five (5) calendar days of receipt of such request.
  3. If the employee desires to accept such employment, he shall sign and return the contract on or before June 1. In default of a signed contract, the Board shall not be required to continue the employment of the employee.
  4. An employee who is resigning from his position shall give fourteen (14) calendar days notice.
- C. Assigned Duties
1. At no time shall a custodian be requested or required to, in any way, supervise or be responsible for pupils at any work location except in the event of an emergency.
- D. Transporting Students
1. Employees, other than custodian-bus drivers, shall not be required to drive students.
- E. No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

## ARTICLE VII

### SENIORITY AND JOB SECURITY

- A. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation the employees shall be laid off in the inverse order of seniority of the employees consistent with Title 18A : 17-4.

1. At least fourteen (14) calendar days before being laid off an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment for the purpose of giving him an opportunity to be exercised within said fourteen (14) calendar days to fill such vacancy. If he requests appointment to such vacancy he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall first be assigned to the vacancies involved.

- B. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Association as of July 1.
- C. Employees may be recalled to work from lay-off in the order of their seniority.

## ARTICLE VIII

### SALARIES

#### A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Paragraph C. which is made a part hereof.

#### B. Method of Payment

1. Twelve (12) month - Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Exceptions - When a pay day falls during a vacation or on a weekend, employees shall receive their pay checks on the last previous working day, providing that the pay checks are made up.

3. Final Pay - Each employee shall receive his final pay schedule for the following year on his last working day in June.

#### C. Salaries -

	<u>1985-86</u>	<u>1986-87</u>		<u>1985-86</u>	<u>1986-87</u>
1. Albertson, Ray	\$10,709	\$11,459	Lowden, Robert	\$ 9,844	\$10,533
Berry, James	12,163	13,014	Nechemia, Sandra	10,576	11,316
Chilton, Dillard	9,967	10,665	Pancoast, Orville	20,109	21,517
Danley, Russell	20,426	21,856	Patty, Eulis	<del>9,300</del>	<del>9,951</del>
Dennis, Raymond	15,934	17,049	Ryan, Richard	9,844	10,533
Egan, Robert	9,844	10,533	Shinn, Samuel	20,109	21,517
Filer, Robert	10,304	11,025	Troster, Nelson	19,179	20,522
Gurick, John	18,911	20,235			

2. The following assignments shall receive an additional six hundred dollars (\$600).

- Head of Central Custodial Staff - Must have In-Charge License
- Head Building Custodian, 50,000 sq. ft. or more - Must have In-Charge License

3. Starting Salaries for any employee covered by the provisions of this Agreement shall be as follows:

	<u>1985-86</u>	<u>1986-87</u>
a. Custodian without Black Seal License.....	\$ 9,300	\$ 9,400
b. Custodian with Black Seal License.....	9,850	9,950
c. Custodian with In-Charge License.....	10,050	10,150

4. All custodians who obtain a Black Seal License shall receive an additional \$550.00 pro-rated on a monthly basis, over their base pay at any one time. All custodians who obtain an In-Charge License shall receive an additional \$200.00 pro-rated on a monthly basis, over their base pay at any time. All custodians hired on or after July 1, 1985 must obtain a Black Seal License within one (1) year in order to continue employment.

ARTICLE VIII (continued)

5. Longevity - In addition to the salary set forth above, each custodian with fifteen (15) or more years employment in the district shall receive for the contract years 1985-86 and 1986-87 a longevity increment as follows:

15 - 19 years in the district.....\$400.00  
20 or more years in district.....\$500.00

Longevity Pay for 1985-86 and 1986-87:

	<u>1985-86</u>	<u>1986-87</u>
Russell Danley.....	\$500.00	\$500.00
John Gurick.....	400.00	400.00
Orville Pancoast.....	500.00	500.00
Samuel Shinn.....	500.00	500.00
Nelson Troster.....	400.00	400.00

- D. All employees shall be considered as probationary for the first thirty (30) work days of their employment. During the probationary period an employee shall be entitled to all rights and benefits provided under this Agreement.

## ARTICLE IX

### TRANSFERS AND REASSIGNMENTS

#### A. Notification of Vacancies

1. Date - No later than May 1 of each school year, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

2. Filing Requests - Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than June 1.

3. Posting - As soon as practicable, and no later than July 1, the Superintendent shall post in each school and deliver to the Association a system-wide schedule showing the name of all the employees who have been reassigned or transferred and the nature of such reassignment or transfer.

#### B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system, as determined by the Board of Education.

C. The Board and Unit recognize that changes in hours, assignment, and transfer may be necessary. While the rights of determination to assign, alter hours, or transfer employees is vested in the Superintendent, the Superintendent will not assign or transfer an employee without prior discussion between said employee and Superintendent and/or his designee.

D. Use of Voluntary Requests - No vacancy shall be filled by means of involuntary transfers or reassignment if the administration determines there is a suitable volunteer available who desires to fill said position.

E. Hearing - Employees shall have the right to a hearing as set forth in Article XVII (17).

F. Date of Posting - A notice of vacancy shall be posted in each school as far in advance as practicable, ordinarily at least fourteen (14) calendar days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

## ARTICLE X

### PROMOTIONS

- A. Application Procedure - Employees who desire to apply for a promotional position shall submit their names to the Superintendent, in writing, together with the position (s) for which they desire to apply. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least fourteen (14) calendar days before the final date when applications must be submitted and in no event less than fourteen (14) calendar days before such date. In addition, the Superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in each school, and a copy of said notice shall be given to the Association.

## ARTICLE XI

### EMPLOYEE EVALUATION

A. Personnel Records

1. File - An employee shall have the right, upon request, to review the content of his personnel file and to receive copies of any documents contained therein.

2. Derogatory Material - No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has acknowledged that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No Separate File - The Board agrees to protect the confidentiality of personal references, and other similar documents: it shall not establish any separate personnel file which is not available for the employee's inspection.



## ARTICLE XII

### SICK LEAVE

- A. As of July 1, 1975, all employees employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of the said school year. Unused sick leave shall be accumulated from year to year with no maximum limit.
- B. In cases where regular or accumulated sick leave allowance has expired, individual consideration may be given to additional sick leave allowance subject to the Superintendent's recommendation and at the discretion of the Board of Education.
- C. All employees as of June 30, 1975, shall receive an additional five (5) bonus days for each sixty (60) days of accumulated sick leave. Once the additional five (5) days have been accrued, no further accrual shall be accredited to any such leave until such time as the accrued sick days at the end of any school year shall reach the next plateau, i.e. 120, 180, 240, 300, 360. Bonus days shall not be used in the accrual process. It is understood that an employee shall not accumulate more than fifteen (15) days in any one year. In the event an employee only accumulates three (3) bonus days, he shall receive the remainder the following year.

### PAYMENT FOR UNUSED SICK DAYS

- 1. Upon retirement from the district, a custodian or custodian/bus driver who has been employed for at least fifteen (15) years in the district shall be eligible for payment for unused sick leave accumulated in the district.
- 2. To be eligible for payment, a custodian or custodian/bus driver must notify the Board in writing of his/her intention to retire on or before January 1 of the school year in which retirement is to occur.
- 3. A custodian or custodian/bus driver shall be paid \$10.00 per accumulated unused sick day (s).
- 4. The Board's maximum allocation in each fiscal year shall be up to \$5,000. In the event the total allocation is not needed in any given year, the Board will be required to allocate only the amount actually due and payable.
- 5. Payments to retirees shall be made on June 30th of the last year of employment.
- 6. Priority of payments to eligible retirees:
  - a. A retiring custodian or custodian/bus driver who provides the earliest written notice to the Board during the year of retirement shall be given priority for payment. Further priority position shall be established in accordance with the date of notification.

ARTICLE XII (continued)

- b. Should the number of retirements in any given year result in exceeding the allocated amount (\$5,000) and in the event of equal time of notice, custodian seniority within the District will determine priority in the year of retirement for payment due.
  - c. Should the allocated amount (\$5,000) be depleted in any given year, those eligible employees who have not been paid shall be given priority status in all subsequent years until fully paid.
- D. As of July 1 of each year, each employee shall be notified, in writing, of the number of unused sick days.

LEAVE OF ABSENCE (with pay)

Written notification for Leaves of Absence shall be made at least three (3) days before taking such leave (except in cases of emergency).

1. Personal Leave - Four (4) days per year are provided for bonafide business of a personal nature which requires absence during school hours including religious holidays not provided for in the school calendar. No reason shall be required on notification for personal leave. Unused Personal Leave Days will become cumulative as Sick Leave days at the end of the school year; one day for each two days not taken. (One (1) day for two or three unused days; two (2) days for four unused days only. No half days are applicable in any way).
2. Death in Immediate Family - Up to five (5) days at any one time in the event of death of mother, father, wife, husband, child, brother, sister, grandparents, grandchildren, and mother and father-in-law, son and daughter-in-law, brother and sister-in-law, and legal ward, will be granted.
3. Death of Other Relatives - Employees shall be granted up to one (1) day as required in the event of a death of a relative outside the employee's immediate family as defined in "2" above.
4. Marriage - Up to five (5) days shall be granted for marriage.
5. Court Appearances - When any employee is required to serve as a member of a jury, full pay shall be made to such employee, less the remuneration received for his court appearance.
6. Temporary Military Leave - Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the States National Guard, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid the difference between his regular pay and the amount of pay which he received from the State or Federal government when his salary as an employee is the higher amount.

## ARTICLE XII (continued)

7. On-the-Job Injury- Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board will pay the full salary or wages for this period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provision. Days lost for on-the-job injuries are covered under Chapter 15 of Title 34, Labor and Workman's Compensation, of the Revised Statutes, as referred to in 18A:30-2.1. Any amount of salary or wages paid or payable to the employee shall be reduced by the amount of any Workman's Compensation award made for temporary disability.

Employees shall report to the custodial supervisor and/or principal's office, the nature of the injury, no matter how minor it may be, how it happened and the exact time.

### LEAVE OF ABSENCE (without Pay)

1. Military - Military leave without pay may be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and (3) months thereafter or three (3) months after recovery of any wound or sickness at the time of discharge. A similar leave may be granted to join him for the period of special training in preparation for duty overseas in combat zones.

2. Good Cause - Other leaves of absence without pay may be granted through the Superintendent at the discretion of the Board of Education.

## ARTICLE XIII

### HOSPITALIZATION

The Board shall pay the full costs of Hospitalization and Medical Surgical Coverage, including the so-called Rider "J" endorsements, as written by the Hospitalization Service Plan of New Jersey, and the major medical insurance as provided under the State Health Benefits Program for all employees, beginning with the 1975-1976 school year. Any employee who may in the future subscribe to a Health Maintenance Organization Plan, in accordance with State and/or Federal law, in lieu of the above plan, may do so; however, the Board of Education shall pay only the premium in the dollar amount of the plan previously subscribed to.

Beginning in the contract year 1985- 1986 (July 1, 1985) the Board shall pay the full costs of a one dollar (\$1.00) deductible full family prescription plan.

## ARTICLE XIV

### DEDUCTIONS FROM SALARY

#### A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees, dues for the Mount Holly Township Schools Custodial Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Mount Holly Township Schools Custodian Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## ARTICLE XV

### EMPLOYEE FACILITIES AND EQUIPMENT

All employees where applicable shall be provided with uniforms as in the past.

## ARTICLE XVI

### EMPLOYEE-ADMINISTRATION LIAISON

The Association's representatives may meet with the Superintendent, or his representative, at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest. Topics should be of a district-wide nature.

## ARTICLE XVII

### STATEMENT OF REASONS AND HEARING BEFORE BOARD

- Any employee who does not receive a new contract or whose services are terminated or who is disciplined or reprimanded or transferred or reassigned, either voluntarily or involuntarily, or who is reduced in rank or compensation, may request a statement of reasons for the aforementioned. In addition, the employee shall be granted a hearing before the Board of Education if the employee requests same. Said request for a hearing shall be in writing and made within five (5) working days of the receipt of the statement of reasons. The Board of Education shall issue a written determination within ten (10) days after the completion of the hearing.

## ARTICLE XVIII

### MANAGEMENT RIGHTS

Except as limited by the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and all other functions as are normally and customarily exercised by Board of Education in the management of the affairs of the school district.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

#### A. Non-discrimination

The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

#### B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### C. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and the individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of the contract.

#### D. Printing Agreement

Copies of the final Agreement shall be provided by the Board after agreement with the Association within thirty (30) days after the Agreement is signed. All new employees shall be provided with a copy of the agreement within thirty (30) working days.

ARTICLE XIX (continued)

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to the Board at:

Office of the Board Secretary  
Mount Holly Township Board of Education  
Levis Drive, Mount Holly, New Jersey 08060

2. If by the Board, to the Association President:

President  
Mount Holly Township Schools Custodian Association  
Mount Holly Township Schools  
Levis Drive, Mount Holly, New Jersey 08060

- F. The Board shall pay the full cost of a bus driver's portion of a license for a custodian/bus driver who is required to maintain a bus driver's license.

ARTICLE XX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1987. Notwithstanding the duration of this Agreement, nothing herein shall be construed as a granting of tenure to those employees covered by this Agreement, rather, each employee shall be appointed for a fixed term as they have in the past.

IN WITNESS WHEREOF, The Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, Attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

MOUNT HOLLY TOWNSHIP SCHOOLS CUSTODIAN ASSOCIATION

By: Nelson H. Truster President

By: Landra Peckham Secretary

MOUNT HOLLY TOWNSHIP BOARD OF EDUCATION

By: B. H. Chley President

By: Thomas J. Magan Secretary

317 MILEAGE REIMBURSEMENT

Mileage reimbursement shall be paid at the rate of \$.20 per mile to all employees of the Board of Education authorized to use their car in the performance of Board duties. The Board of Education through the Superintendent, shall authorize such private vehicle usage, with accompanying mileage reimbursement.

Adopted: 20 May 1964  
Revised: 20 November 1974  
Revised: 17 October 1979